CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
Engineering Division

555 SANTA CLARA STREET P.O. BOX 3068 VALLEJO CALIFORNIA 94590-5934
Web Site: www.ci.vallejo.ca.us/FAX (707) 648-4691

REQUEST FOR PROPOSALS

NOTICE TO INTERESTED CONSULTANTS

NOVEMBER 6, 2013

THE CITY OF VALLEJO INVITES PROPOSALS

For

RFP 201311
ON-CALL
CONSULTANT SERVICES

- **Construction Management**
- **Hazardous Materials**
- **Geotechnical Engineering**
- **Civil Design & Surveying**
- **Traffic Engineering**
- **Materials Testing Services**

DATE	SCHEDULED ITEM
November 6, 2013	Release of RFP
December 2, 2013	Due Date for Response to RFP 2:00 P.M.
December 3-13, 2013	City Review of Submitted Proposals
December 16-20, 2013	Possible Interview and Negotiation Dates
January 28, 2014	Possible City Council Action to Award

Public Works Department
Engineering Division
City of Vallejo, California

REQUEST FOR PROPOSALS

On-Call Consultant Services

For

- Construction Management
- Hazardous Materials
- Geotechnical Engineering
- Civil Design & Surveying
- Traffic Engineering
- Materials Testing Services

The City of Vallejo Public Works Department intends to retain qualified and committed consultants (firms) to provide on-call engineering in a broad arena of technical disciplines; to supplement City of Vallejo staff on various City projects including: design construction & surveying, hazardous material assessment, materials testing services, geotechnical services and traffic engineering.

Notice is hereby given that sealed proposals will be received by the City of Vallejo Department of Public Works until 2:00 p.m., on the due date listed below, and shall be addressed and marked as follows:

Jill A. Mercurio
Assistant Public Works Director/City Engineer
City of Vallejo, Department of Public Works
555 Santa Clara Street, 4th Floor, City Hall
Vallejo, CA 94590-5934

A sealed RFP package must be received by the City of Vallejo, on or before

December 2, 2013 at 2:00 PM

Documents including the Request for Proposals, insurance forms and sample consultant contracts may be inspected and obtained at the office of the City Engineer, 4th Floor City Hall, 555 Santa Clara Street, Vallejo, California, or online at http://www.ci.vallejo.ca.us/GovSite/default.asp?serviceID1=133.

The City of Vallejo reserves the right to reject any or all proposals or portions thereof, to accept a proposal or portion thereof, and to waive any informality.

If you have any questions regarding this RFP, please contact:

Sabrina Kelley
Interim Administrative Analyst
City of Vallejo Public Works Engineering
skelley@ci.vallejo.ca.us

Table of Contents

Section 1 - Introduction 4
Section 2 - Scope of Services 5
Section 3 - Proposal Requirements 6
Section 4 - Submission Requirements 9
Section 5 - Conditions of Request and Requirements 10
Section 6 - Questions about the RFP 10
Section 7 - Evaluation and Award of Contract 11
Section 8 - Attachments 14
A - Sample Agreement 15
Exhibit A - Insurance Requirements 26
B. Fee Proposal 30

Section 1 - Introduction

The City of Vallejo is located in Solano County and serves an area of approximately 53.58 square miles (29.94 square miles on land and 23.64 square miles of waterway) with a population of approximately 120,000 and 350 miles of street pavement. The City's infrastructure consists of pavement, storm drain system, sanitary sewer system, water system, parks, medians, building facilities, street lights, sidewalks and traffic signals. The City's fiscal year begins on July 1 and ends on June 30.

The City was incorporated in 1867, and operates under the Council Manager form of government. The Consultant's principal contact with the City of Vallejo will be Jill Mercurio, P.E., City Engineer, or a designated representative, who will coordinate the assistance to be provided by the City of Vallejo to the interested consultants (firms).

The City of Vallejo's annual capital improvement and as-needed engineering budget anticipates using contract services for various engineering related projects. The selected consultants (firms) must be able to provide services and staff to complete task project orders issued by the City of Vallejo; either by direct assignment of its own personnel, or sub consultants, for services including, but not limited to: review of current development projects, preparation of plans and specifications for capital improvement projects, contract administration, inspection, administrative services and other professional services as authorized by the City of Vallejo.

The City of Vallejo will appoint the designated consultants (firms) to provide contract support services under the direction of the City Engineer. These professional services contracts will enable the City of Vallejo to obtain professional and technical assistance on short notice on an on-call basis from the selected consultants. At its discretion, the City of Vallejo intends to select one or more firms with whom the City of Vallejo will contract for services on an as-needed basis.

The consultant selection process represents the City's intent to provide a fair and objective procedure that yields the highest quality professional services at a fair and reasonable price. The contract(s) for these services will be established for a period *not to exceed five years, at a cost not to exceed $250,000 per year per contract.*

Section 2 - Scope of Services

The City of Vallejo Public Works Department intends to retain qualified and committed consultants (firms) to provide on-call engineering in a broad arena of technical disciplines which include: construction management, civil design, traffic engineering, hazardous materials, materials testing, and geotechnical engineering services. The requested services will include, but are not limited to:

Construction Management: Resident engineer and/or inspection services primarily to handle construction and maintenance observations associated with work performed within City limits; encroachment application, sidewalk permits and other miscellaneous inspection as directed by City; check engineering plans and specifications, and provide construction management contract administration (e.g. change order, progress payment), and observation for City projects designed by others. Provide other professional services as authorized by the City.

Civil Design & Surveying: Use computer-aided design (CAD) programs to draft, scale, and fine-tune drawings and maps for roads, bridges, and other construction projects; design of a variety of specialized projects such as wastewater control, water supplies, erosion control systems, underground utilities, or traffic; surveying and design of streets to include plans for on-site and off-site utilities and roadway/street improvements, sidewalks, ADA ramps, drainage, storm drain, sewer, water, grading, pavement delineation; design and/or program oversight regarding SWPPP and erosion control, and SWPPP review and preparation. Provide other professional services as authorized by the City.

Traffic Engineering Services: Technical expertise and authority regarding special funding programs; pedestrian and bicycle safety programs; school safety programs; permit requirements for traffic signal projects; plans and specifications for new and revised traffic signal and lighting systems; evaluating and approving the installation, removal, or replacement of signals, markings, protective structures and street lights; reviewing and approving subdivision and building plans/re-zoning requests for traffic impact; reviewing traffic-related accident reports to identify remedies when appropriate; oversee and develop Citywide traffic calming programs; oversee the Traffic Operations Center and the implementation of emergency traffic measures as needed. Provide other professional services as authorized by the City.

Materials Testing: Review concrete and asphalt mix designs on a routine basis; observe construction materials and methods; provide batch plant inspection; perform field asphalt sampling and observation; perform field sampling and testing of sub-grade and aggregate base materials at product plants or at project site; perform laboratory testing; augment the City of Vallejo Engineering staff in reviewing geotechnical investigation, fault investigation, and/or materials engineering reports. Provide other professional services as authorized by the City.

Geotechnical Engineering: Use principles of soil mechanic and rock mechanics to investigate subsurface conditions and material; determine the relevant physical/mechanical and chemical properties of these materials; evaluate stability of natural slopes and nan-made soil deposits; assess risks posed by site conditions; design earthworks and structure foundations; and monitor site conditions, earthwork and foundation construction; prepare reports and provide review, technical advice and recommendations to Public Works Department. Provide other professional services as authorized by the City.

Hazardous Materials: The scope of work will include the requirement for a California Division of Safety and Health (DOSH) Certified Asbestos Consultant (CAC) and/or Certified Site Surveillance Technician (CSST) under the supervision of a CAC and a California Department of Public Health (DPH) Certified Lead Inspector/Assessor (CLIA) to: conduct pre-demolition hazardous materials surveys of the project sites; prepare a hazardous materials survey report for the project site; prepare hazardous materials abatement specifications for the project site. Provide other professional services as authorized by the City

In general, the City of Vallejo Public Works Department will work with the selected Consultants (Firms) on a project by project basis to determine the specific scope of services required on a project.

Section 3 - Proposal Requirements

Individual proposals are solicited for each discipline. Should a Consultant (Firm) wish to submit proposals for more than one service, a separate proposal should be submitted, addressing the specific services to be provided.

In order to be considered, all requested information shall be submitted. Please prepare and organize your proposal (s) in a succinct manner in the same order based on the following requirements:

a. Please ensure the proposal does not exceed a total of 35 single-sided, pages. All pages will be counted including proposal covers, cover letter, dividers, etc.

b. On the cover page of the proposal, please include the title of the RFP for which the proposal is submitted, and the email address of the person who should receive the results of the selection. Inclusion of promotional literature of a general nature will not be considered in the selection process.

c. Proposal content must consist of the following, and will be factored into the overall evaluation.

Firm Description and Experience (20%)

- Consultant (Firm) name, address, telephone number, fax number and website address if applicable.

- Year Firm Established: List the year the firm was established.

- Primary Contacts within the Company: List the firm's owner and the primary contacts within the company. Include title, telephone number and e-mail address for each. Indicate which person will be the contact for the RFP process.

- Number of Employees in Firm*:* Indicate total number of employees for all locations of the firm.

- Consultant Specialties: List the type(s) of work the firm specializes in.

- Current/Prior Experience with Municipal Projects: List up to five (5) projects, starting with the most recent, in which the professional personnel of your firm have worked within the past 5 years. Provide the year the project was performed, the name of the municipality and location (city), the owner's name, address, and contact name and phone number, and the scope of work performed. Other related experience may be included.

Customer Service (10%)

- A description of how the firm provides the desired services and quality control to assure adequate level of service and successful project completion and management.

Approach to Completing Scope of Services (35%)

Please include the following:

- Provide the tasks and narrative of how your firm will comply with the scope of work, and what special services and products your firm has to meet our needs.

- A statement indicating the firm is independent, properly licensed to practice in California, and has no conflict of interest with regard to any other work performed by the firm for the City.

- Provide a list of lead professional personnel by area of expertise; preferably an organization chart describing the staff available to handle the desired work. Provide a brief but detailed history of the number of years of experience with the current firm and other firm's education, professional registration, certifications, and qualified work experience relevant to the services requested. Use separate pages per person.

Fee Schedule (15%)

- Provide a proposed fee schedule of typical hourly charge rates for labor classifications anticipated as Attachment D to the Proposal.

- Consultants shall be permitted to increase the hourly charge rates to adjust for living wage increase during the calendar year and as agreed upon by City and the consultants during negotiations and prior to signing the contract.

References (20%)

- Please provide three (3) references (names, addresses, phone numbers, and contact persons) for comparable work for your firm and for the team members.

- Provide a brief description and magnitude of services provided for each reference.

Consultant and Professional Services Agreement/Insurance

- Include a brief statement acknowledging the Consultant's willingness to accept the attached City's standard Consultant and Professional Services Agreement as is, without modifications.

- If the consultant (firm) is not willing to acknowledge the Agreement, please do not submit the RFP for consideration.

- The selected consultants (firms) shall demonstrate that they can meet the City of Vallejo's insurance requirements, including engineering errors and omissions coverage. Please provide a statement that the consultant (firm) can and is willing to obtain the minimum scope and limits of insurance contained in the exhibits of this RFP.

Section 4 - Submission Requirements

Please submit a single formatted electronic PDF. In addition, please submit three (3) bound sets (one of which must be marked "Original") of the proposal in a **sealed envelope.**

The completed RFP(s) should be delivered via one of the many services available or hand delivered to:

Ms. Jill Mercurio
Assistant Public Works Director/City Engineer
City of Vallejo, Department of Public Works
4th Floor City Hall
555 Santa Clara Street
Vallejo, CA 94590

It is the sole responsibility of the consultant to see that the submittal is received before the stated deadline. Failure to provide the information requested herein prior to the time and date specified above will preclude participation in the selection process.

This RFP does not include provisions for any direct reimbursement of statement preparation costs. The City will not be responsible for proposals delivered to a person/location other than that specified above.

Section 5 - Conditions of Request and Requirements

The following conditions apply to this RFP:

The City of Vallejo (City) reserves the right to withdraw this solicitation of a proposal at any time without prior notice. Further, The City makes no representations that any agreement will be awarded to any firm submitting a proposal.

The City reserves the right to reject any and all proposals submitted in response to this request and to reject any sub consultant or individual working on a consulting team.

Any changes to the proposal requirements will be made by addendum.

In any event, the City shall not be liable for any pre-contractual expenses incurred by any proposal or Consultant. This shall include pre-contractual expenses such as preparing the Proposal, submitting the Proposal to the City, negotiating with the City on any matter related to the Proposal or other expenses incurred prior to the date of award for any agreement related to the services herein described.

No prior, current or post award verbal agreement(s) with any officer, agent or employees of the City shall affect or modify any terms or modifications of this RFP or any contract or option resulting from this process.

The City reserves the right to waive any minor irregularities, informalities or oversights at its sole discretion. The term “minor” as used herein means any proposer or City irregularities or oversights that does not materially affect or alter the intent and purpose of this RFP, and is not in violation of any State of California or Federal Government rules, laws and regulations that may apply to this procurement.

Section 6 - Questions about the RFP

Please direct all questions - regarding the submission of proposals to - in writing, by fax or e-mail to:

Ms. Sabrina Kelley
555 Santa Clara Street
Vallejo, CA 94590
Email: skelley@ci.vallejo.ca.us FAX (707) 648-4691

Section 7 - Evaluation and Award of Contract

A. DISTRIBUTION AND OUTREACH

This RFP is being distributed to a list of consultants (firms) who have expertise in related areas.

B. SELECTION TEAM

The City will rate prospective consultants (firms) for this work using only objective criteria based upon the information obtained from the Proposals.

The City will appoint an ad-hoc selection team (City staff) to screen proposals. The firms with the highest ranking based on experience and qualifications as described in the Proposal to provide the required services may be invited for interviews. The proposed project manager and personnel will be requested to represent the firm at the interviews.

C. SELECTION CRITERIA

The Screening Panel Board evaluation will consist of a matrix of requirements, qualifications and experience, totaling 100 points. The following criteria will be used in evaluating the submittals received in response to this RFP:

- Background and experience of firm and personnel (20 points)
- Past performance and service on similar assignments/projects (20 points)
- Firm's quality assurance and control procedures (10 points)
- Proposed Scope of Work and Technical Qualifications (staff who will actually work on the projects) (35 points)
- Proposed Hourly Fees (15 points)

D. SELECTION PROCEDURE

Consideration of a prospective consultant's (firm's) proposal will be made only if the prospective consultant meets all the minimum requirements of this RFP. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information. The City reserves the right to award a contract to the consultants (firms) that present the best qualifications and which will best accomplish the desired results for the City.

Any consultant (firm) deemed not qualified, or consultants (firms) whose rating changes sufficiently to disqualify them, will be notified in writing. No consultant (firm) shall have the right to an appeal based upon an incomplete or late submission of the proposal.

Request for Supplemental Information: The City reserves the right to require, from any or all consultants (firms), supplemental information that clarifies submitted materials.

Questions: All questions regarding this solicitation should be directed to the City Representative listed. Do not attempt to contact City members regarding yours, or anyone else's proposal. All responses will be made in writing. The City Representative is Sabrina Kelley, who can be reached by email at: skelley@ci.vallejo.ca.us

Incomplete Proposals: Incomplete and/or unsigned submissions will not be considered. However, if a submission is incomplete, and if it appears that the omission can be corrected promptly, the affected firm may be contacted and offered the opportunity to complete the proposal and provide the required information within a prescribed period of time, which will not extended. If a firm does not respond within the time stated, the Proposal will not be considered.

Rejection of Submitted RFP: Proposals that are not current, accurate, and/or completed accurately in accordance with the prescribed format shall be considered non-responsive and eliminated from further consideration.

The City reserves the right to waive minor irregularities in the proposal format.

The City reserves the sole right to evaluate the proposals and reject any or all RFPs.

Selection Process Termination: The City reserves the right to terminate the selection process, at any time, without making an award to any or all consultants.

Disqualification: Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

Any attempt to improperly influence any member of the selection staff;
Existence of any lawsuit, unresolved contractual claim or dispute between consultant and the City;

Evidence of incorrect information submitted as a part of the proposal;

Evidence of consultant's inability to successfully complete the responsibilities and obligations of the proposal; and

Consultant's default under any agreement, which results in termination of the agreement.

Undue Influence: All firms submitting proposals declare and warrant, on a separate attachment, that no undue influence or pressure is used against or in concert with any officer or employee of the City of Vallejo in connection with the award or terms of Agreement that will be executed as a result of award of this contract, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Vallejo will receive compensation, directly or indirectly, from the consultant, or from any officer, employee or agent of the

Consultant, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement.

Section 8 - Attachments

A - Sample Agreement

DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this _____ day of _____,20___, by and between the City of Vallejo, a municipal corporation ("City"), and [type in name], [type in the type of entity], hereinafter referred to as Design Professional, who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Design Professional shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."

2. Payment. City shall pay Design Professional for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Design Professional for services rendered pursuant to this Agreement.

3. Facilities and Equipment. Design Professional shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. Indemnification. To the fullest extent permitted by law, Design Professional shall hold harmless, defend (with independent counsel approved by City) and indemnify City and its officers, employees and volunteers from and against all claims, damages, losses, penalties, fines and judgments and expenses and defense costs, including but not limited to attorney fees, court costs, associated investigation and administrative expenses, regardless of the nature or type arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Design Professional, or the acts or omissions of an employee, agent or subcontractor of the Design Professional, except where caused by the active negligence, sole negligence, or willful misconduct of City.

The provisions of this Section are not limited by the insurance provisions of this Agreement.

The provisions of this section shall survive the completion of the services, expiration or termination of this Agreement.

5. Insurance Requirements. Design Professional agrees to comply with all of the Insurance Requirements set forth in Exhibit A~~C~~, entitled "Insurance

Requirements for Design Professional." Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Design Professional shall immediately report (as soon as feasible, but not more than 24 hours) to the City Attorney any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

7. Conflict of Interest. Design Professional warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Design Professional's family, business, real property or financial interests and the services to be provided under this Agreement. Design Professional shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Design Professional's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Design Professional shall disclose such conflict in writing to City.

8. Independent Contractor. Design Professional is an independent contractor. Neither Design Professional nor any of Design Professional's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Design Professional only insofar as the results of Design Professional's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Design Professional accomplishes services pursuant to this Agreement.

9. Licences, Permits, Etc. Design Professional represents and warrants to City that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Design Professional has all the permits, qualifications and approvals of whatsoever nature which are legally required for Design Professional to practice its profession. Design Professional represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Design Professional to practice its profession.

10. Business License. Design Professional and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the

applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Design Professional until such business license(s) has been obtained.

11. Standard of Performance. Design Professional shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Design Professional's profession currently practicing in California.

Design Professional is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, as well as all areas appurtenant to the site, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by City relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by City.

Design Professional's responsibilities under this section shall not be delegated. Design Professional shall be responsible to City for acts, errors, or omissions of Design Professional's subcontractors.

Design Professional shall prepare plans, specifications, reports, and/or other work products in such a way that amendments or change orders to the agreement between City and its construction contractor will not be necessary, except for unforeseeable circumstances. As used herein, "unforeseeable circumstances" shall mean facts or inferences from those facts that could not be ascertained by a combination of reasonable site inspection during the preparation of the plans and specifications by Design Professional and the reasonable application to such inspection of expertise consistent with the level of care and skill ordinarily exercised under similar conditions by a members of Design Professional's profession currently practicing in California.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Design Professional is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Design Professional of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from

liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Design Professional.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause, or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Design Professional is unable to meet the completion date or schedule of services, Design Professional shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Design Professional agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Design Professional pursuant to this Agreement shall be the full and complete compensation to which Design Professional and Design Professional's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Design Professional nor Design Professional's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Design Professional. The City shall not be required to pay any workers' compensation insurance on behalf of Design Professional.

Design Professional shall pay, when and as due, any and all taxes incurred as a result of Design Professional's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

Design Professional shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Design Professional shall also comply with provisions of Labor Code section 1720 as applicable. A copy of the prevailing wage rates is available for review upon request by Design Professional to the City Representative. This provision applies only to the following portions of the scope of work:

15. Design Professional Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City

Manager or his or her designee, Design Professional shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Design Professional shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. Term. The term of this Agreement shall commence on the date of complete execution of this Agreement and shall continue in full force and effect until terminated by CITY pursuant to Paragraph 17 of this Agreement.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Design Professional agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Design Professional. Upon receipt of a notice of termination, Design Professional shall perform no further work except as specified in the notice. Before the date of termination, Design Professional shall deliver to City all City records and documents, all work products, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Design Professional for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Design Professional for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Design Professional for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Design Professional resulting from services rendered pursuant to this Agreement, shall become the property of City. Design Professional agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work

product is limited to the purposes contemplated by the scope of work and that the Design Professional makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Design Professional in the performance of Design Professional's services hereunder.

20. Assignment and Subcontracting. Design Professional shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without City's consent shall be void and of no effect.

If subcontracting of work is permitted, Design Professional shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Design Professional. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Design Professional to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Design Professional's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Design Professional shall not, because of race, religious creed, color, sex, national original, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation,

terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin or ancestry.
Design Professional warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Design Professional for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Design Professional of Design Professional's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Design Professional shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.esign Professional agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

23. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:	Ms. Jill A. Mercurio Assistant Public Works Director/City Engineer City of Vallejo Public Works Department 555 Santa Clara Street Vallejo, CA 94590
If to Design Professional:	[type in name] [type in title, if any] [type in company name, if any] [type in street name and suite #, if any] [type in city, state and zip code]

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California, without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Design Professional will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Design Professional may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Design Professional agrees that it will not use any information obtained as a

consequence of the performance of services under this Agreement for any purpose other than fulfillment of Design Professional's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Design Professional shall treat all records and work product prepared or maintained by Design Professional in the performance of this Agreement as confidential.

A violation by Design Professional of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Design Professional's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Design Professional agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Section 23, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or emailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Design Professional hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Design Professional.

38. Exhibit~~s~~. The following exhibit~~s~~ ~~are~~ is attached hereto and incorporated herein by reference:

Exhibit A. entitled “Insurance Requirements,” including any attachments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

[INSERT CONSULTANT NAME]
[INSERT TYPE OF ENTITY]

By:_____
[insert name]
[insert title]

DATE: _____

_____
Vallejo Business License No.

(City Seal)

CITY OF VALLEJO,
A municipal corporation

By:_____
David A. Kleinschmidt
Public Works Director

DATE:_____

ATTEST:

By:_____
Dawn G. Abrahamson
City Clerk

APPROVED AS TO CONTENT:

_____
Jill A. Mercurio
Assistant Public Works Director /
City Engineer

APPROVED AS TO FORM AND INSURANCE:

_____
Claudia Quintana
City Attorney

Exhibit A - Insurance Requirements

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

A. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

2. Professional Services. Make sure your insurance includes:

Coverage	**Requirements**
□ Commercial General Liability	$1,000,000 per occurrence $2,000,000 Aggregate
□ Business Automobile Liability	$1,000,000 per occurrence, including owned,non-owned and hired vehicles
□ Workers Compensation (Statutory) □ *or signed exemption if Sole Proprietorship/no employees*)	$1,000,000
□ *Professional Liability/ Errors & Ommissions (E&O)	$1,000,000; coverage continuing for 3 years after completion of services rendered.
□ Additional Insured Endorsement	The City must be named an additional

(General & Auto)	insured on the **standard industry form (known as an ACORD form)** and on an endorsement form using the following language: "The City of Vallejo, its officers, agents and employees are included as additional insured on all policies except Workers' Compensation." Endorsement must state that coverage is primary insurance. Insurance must cover on an occurrence basis, not on a claims-made basis, except E&O insurance which may be on a claims-made basis.
□ Cancellation or Non-Renewal	Policies must provide that notice of cancellation or non-renewal must be received by the City at least thirty days prior to such event.
□ Insurers Affording Coverage	Include Insurer's NAIC numbers on ACORD form

**Professional Liability/Errors & Omissions Liability Insurance required for consultants who are licensed professionals.*

3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City Attorney. If the deductibles or self-insured retention limit is unacceptable to the City Attorney, at his or her option, the insurer shall either reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant (Firm) shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises

owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. Verification of Coverage. Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time.

All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City Attorney:

City of Vallejo
Attn: City Attorney
555 Santa Clara Street
Vallejo, CA 94590

7. Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

8. Payment Withhold. City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

B. Fee Proposal

Firm: _____

Hourly Rates for Proposed Disciplines to Meet Scope of Work:

_____ $_____ Per hour

_____ $_____ Per hour

_____ $_____ Per hour

_____ $_____ Per hour

_____ $_____ Per hour

_____ $_____ Per hour

_____ $_____ Per hour

_____ $_____ Per hour

_____ $_____ Per hour

_____ $_____ Per hour

_____ $_____ Per hour

_____ $_____ Per hour

_____ $_____ Per hour

_____ $_____ Per hour

Other Costs

_____

_____

_____

_____

_____

Consultant must include this proposed fee sheet with the offer.